



**Request for Proposal
Bid # 215014-68
PERACETIC ACID ANNUAL CONTRACT**

**Responses Due:
October 15, 2015 at 2:00 p.m.**

Purchasing Contact Information

**Angie Disponette
Purchasing Agent
502-352-2101
adisponette@frankfort.ky.gov**

Technical Contract Information

**Ken Hogsten
Deputy Director of Operations
502-875-2448
khogsten@frankfort.ky.gov**

Advertised October 6, 2015

CITY OF FRANKFORT
TABLE OF CONTENTS
Bid # 215014-68

Cover page and Legal Advertisement

Contract Agreement

I. Scope of Work

II. General Instructions to Bidders

III. General Terms and Conditions

IV. Proposal Specifications

V. Technical Specifications

VI. Proposal Form

**CITY OF FRANKFORT
INVITATION FOR BIDS**

BID # 215014-68

The City of Frankfort will receive competitive sealed bids to supply and deliver Peracetic Acid to the Frankfort Sewer Department's Wastewater Treatment Plant for disinfection of wastewater effluent in the Office of the Purchasing Division, (Finance Department), City Hall 315 West Second Street, Frankfort, Kentucky until **October 15, 2015 @ 2:00 pm EST.**

All bids must be turned in to the Office of the Purchasing Division, City Hall 315 West Second St., Frankfort, KY, no later than 2:00 pm EST on date of bid opening. Bids cannot be accepted at any other location. Bids will be opened thereupon or about 2:05 pm EST, **October 15, 2015**, at a public bid opening in the Commission Chamber of City Hall, 315 West Second Street, Frankfort, Kentucky. Bids must be received by the designated date and time and none will be considered thereafter.

The City of Frankfort, Kentucky reserves the right to reject any and all bids received, and to select that bid which it determines to be in its best interest. The award of this bid will be made on the basis of the lowest bid price as permitted in KRS 45A.365.

All bid forms, information, and specifications regarding this bid are available from the Purchasing Office. Bidders are to submit their bid in a sealed envelope; the bidder is advised to clearly mark the sealed bid with the bid number and description listed above. The City of Frankfort, Kentucky is not responsible for the premature opening of, or the failure to open, a sealed bid not properly addressed or identified.

Bidders are invited to be present for the opening of the bids submitted.

FOR THE CITY OF FRANKFORT, KENTUCKY

Angie Disponette, Purchasing Agent

CONTRACT

This contract made and entered into this _____ day of _____, 2015, between the City of Frankfort, Kentucky, First Party, and _____, Second Party.

WITNESSETH:

That for and in consideration of the payment by the City of Frankfort of the amounts due Second Party as set forth in Second Party's successful bid, which has been accepted by the City of Frankfort, Second party agrees to supply and deliver Peracetic Acid to the Frankfort Sewer Department's Wastewater Treatment Plant for disinfection of wastewater effluent, in accordance with the specifications set forth in the City of Frankfort's Invitation for Bids, Bid # 215014-68 and further agrees that Sections II, III, IV and V and the prices set forth in Section VI of said Invitation for Bids are incorporated by reference as terms of this Contract as if fully set forth herein.

It is understood that both parties must agree in writing to any revisions, additions or deletions to this Contract.

First Party:
City Of Frankfort, Kentucky

By: _____

Title: _____

Second Party:

By: _____

Title: _____

I. SCOPE OF WORK

The City intends to issue a contract for the supply and delivery of Peracetic Acid for disinfection of wastewater effluent at the Frankfort Sewer Department's Wastewater Treatment Plant for a period of one year with the option to extend the contract for a further four one-year periods subject to mutual agreement between the parties.

The contract shall contain the stated specifications in Section IV - PROPOSAL SPECIFICATIONS, and Section V - TECHNICAL SPECIFICATIONS, of this invitation. The City's Purchasing Agent shall notify the successful bidder.

II. GENERAL INSTRUCTIONS TO BIDDERS

1. Bid Identification

Bidders shall submit their bid in a sealed envelope and have on the outside **Bid or Quotation Number, Opening Time and Date**. This instruction is provided as a means to ensure proper delivery, handling, and public announcement of a bidder's response at the official bid opening date, and time. No responsibility will attach to the City of Frankfort for a premature opening of or failure to open a bid not properly addressed or identified. Bids in the form of telegrams, telephone calls, facsimiles, or telex messages will not be accepted.

2. Bid Submission

Each bid shall be signed and submitted with the understanding that the bid is firm for the ninety (90) days immediately following the date of opening of the bids. Bids must be submitted on the attached form and signed in ink by an authorized individual of the company or corporation. At the end of the ninety day period, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn, it will remain in effect until an award is made or the bid offering is canceled. Responses received after the deadline will not be considered. Each bidder shall also sign and submit with the bid the attached Contract Agreement.

3. Right to Reject and Award Bid

The City of Frankfort, Kentucky reserves the right to reject any and all bids received in response to this bid offering, and to waive any informality in this bid offering. The award of a contract shall be at the sole discretion of the City of Frankfort, Kentucky. The award will be made to the responsible bidder whose bid is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in this bid package. The City of Frankfort may make the award without further discussion of the bids submitted. Therefore, the bid should be submitted initially on the most favorable terms, which the bidder can bid with respect to price, product, service, and technical capability. The contents of the bid of the selected bidder will become the basis for the City of Frankfort, Kentucky's contractual obligation when the award is made.

4. Bid Retraction

Bidders are advised that bids submitted as part of this bid offering may not be withdrawn for a minimum of ninety (90) days following the public bid opening unless circumstances justify consideration by the Finance Director of a release from this provision. Requests to withdraw a bid must be in writing and received by the City of Frankfort, Kentucky within twenty-four hours of the public bid opening.

5. Basis of Selection

The bid award will be based on the best bid received from those bidders as determined to be responsible and responsive to the invitation, and provided that the bids are reasonable and in the best interest of the City to do so. Bidder's prior experience in providing septage receiving stations for governmental agencies will also be considered in awarding the bid. Final selection of the successful bidder shall be based on a composite score with the bid price worth 90% of the weighted score and references work 10% of the weighted score. Delivery time schedule must be definite.

6. Sales Tax

If this Bid is for the purchase and installation of materials or equipment, and if you are a Contractor as defined by 103 KAR 26:070, Section 2, and are required to pay Sales Tax on materials or equipment purchased by you from your suppliers, then the Sales Tax you have paid should be included as a part of your Bid price.

If this Bid is for the direct sale of materials or equipment to FSD, and if you are a retailer or hold a valid Resale Certificate from the State of Kentucky, then the Bid price should not include any Sales Tax.

7. Return original document with bid response.

8. Late Submissions.

See General Terms and Conditions.

9. Materials

All materials purchased and delivered by the vendor or services provided by the vendor shall meet the City's specifications, including amendments and revisions, issued prior to the date of this invitation.

10. Completion/Delivery Schedule.

Each bidder shall acknowledge as part of the bid that they are capable of meeting the delivery requirements as stated in the Technical Specifications.

11. Business Tax Status

In order to receive a bid award from the City of Frankfort, Kentucky, a bidder must not be delinquent on any Business license tax or Occupational license fees due to the City and ad valorem taxes, including penalty and interest charges, due to the City for real or personal properties owned by the bidder. Inquiries can be directed to the Finance Department, City Hall, 502-875-8500.

12. Questions and Addenda

This bid is offered by the Purchasing Office. Bidders shall carefully examine this bid and any addenda issued by the Purchasing Office. Bidders shall seek clarification of any ambiguity, conflict, omission, or other error in this bid "in writing." Oral comments or communications do not form any part of this bid offering. Questions should be addressed to the Purchasing Agent in writing. If the answer materially affects this procurement, the information will be issued in an addendum. Written communications should be addressed as follows:

**City of Frankfort Purchasing Office
P.O. Box 697
Frankfort, Kentucky 40602-0697**

13. Retention of Records

The successful bidder shall be required to maintain, for a period of five (5) years from the date of final payment to the bidder, all books and records pertaining to this bid offering.

14. Conflicts, Gratuities, and Kick-Backs Prohibited

The City of Frankfort, Kentucky adheres to the provisions of KRS 45A.455, paragraphs (1) through (5) relative to conflicts of interests, gratuities, kickbacks, and use of confidential information in all bid offerings.

15. Business Status and Registration Requirements

In order to receive a bid award from the City of Frankfort, Kentucky, a bidder must be properly registered with the Occupational License Division to do business in the City. If a bidder is already registered, all of their applicable license accounts must be in “good standing” with the City. Good standing is defined as having all fees, including penalty and interest charges, relating to employee wages, and business net profits, paid in full with appropriate reporting forms filed in the offices of the City’s License Division. Inquiries can be directed to the License Division, City Hall, 502-875-8500. (This clause is only for firms bidding to perform actual business in the City, not delivering equipment or supplies. This is also only relevant if the bidder is awarded the bid.)

16. Cost Incurred in Responding

This bid offering does not commit the City of Frankfort, Kentucky to pay any costs incurred in the preparation and submission of bids or in making necessary studies or designs, nor does it commit the City of Frankfort, Kentucky to enter into a contract.

17. Disposition of Bids

All materials submitted in response to this bid offering will become the property of the City of Frankfort, Kentucky. One (1) copy of each bid shall be retained for the official files and will become a public record after an award is made by the City of Frankfort, Kentucky, and thus open for public inspection. It is understood that the bid will become a part of the official file without obligation on the part of the City of Frankfort, Kentucky.

18. Insurance Requirements

Prior to entering into a contract with the City of Frankfort, the successful bidder(s) must provide a Certificate of Insurance showing proof of insurance to protect the public and the City of Frankfort against public liability and property damage. Each policy shall show the project name upon it. The minimum amount of insurance shall be as follows:

- a) Workers Compensation, in accordance with Kentucky Statutes;
- b) Public Liability: One Million Dollars (\$1,000,000) for bodily injuries or death to one person and Two Million Dollars (\$2,000,000) for bodily injuries to two or more persons in any one accident;

- c) Property Damage: One Million Dollars (\$1,000,000) for all damages from any one accident and Two Million Dollars (\$2,000,000) for all damages arising due to destruction of property during the policy period.
- d) Comprehensive automobile and vehicle insurance covering operation of owned, hired, and non-owned motor vehicles in the following amounts:

Bodily Injury	\$1,000,000 per person
	\$2,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

19. Disclosure

In compliance with Kentucky Revised Statutes, Chapter 45A, and the Kentucky Open Records Act, trade secrets or proprietary information submitted by a bidder in connection with this procurement shall not be subject to public disclosure. However, the bidder must invoke this protection prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary.

20. Prime Bidder Responsibilities

If the bidder's response includes goods and services provided by others, the bidder will be required to act as the prime contractor for all such items and must assume full responsibility for the procurement, delivery, and quality of such goods and services. The bidder will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all contractual requirements resulting from this bid offering.

21. Inquiries and Additional Information

Questions concerning this bid may be referred to the Purchasing Agent, Angie Disponette at (502) 352-2101.

III. GENERAL TERMS AND CONDITIONS

1. **Applicable Laws and Regulations:** The bidder's attention is directed to the fact that all applicable Laws of the Commonwealth of Kentucky, Municipal Ordinances and the rules and regulations of the City shall apply to this invitation and contractual documents that may result with award of this invitation. Any litigation with respect thereto shall be brought in the courts of the Commonwealth of Kentucky in Franklin County, Kentucky and Kentucky Law shall govern.
2. **Exceptions:** Bidders taking exceptions to any part or section of the Invitation shall indicate such exceptions on the bid form. Failure to indicate any such exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.
3. **Oral Statements:** No oral statement shall modify or otherwise affect the terms, conditions, or specifications stated in the invitation or ensuing contract. Modifications must be written and signed by both parties to the contract.
4. **Bid Acceptance Period:** Any bid submitted as a result of the solicitation shall be binding on the bidder for a period of ninety (90) calendar days following the opening date. Any quote for which the bidder specifies a shorter acceptance period may be rejected.
5. **Ethics in Public Contracting:** The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with the bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value.
6. **Late Submissions:** A bid received at the place designated in the invitation for the receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. Otherwise, to be considered the City must determine that the late bid was due solely to mishandling by the City after receipt at the specified address.
7. **Informalities and Irregularities:** The City has the right to waive minor defects or variations of a quote from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder (with the bid) for the City to properly evaluate the bid, the City has the right to require submittal of such additional information as it may deem necessary after the time set for receipt of quotes, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
8. **Indemnification:** The successful bidder covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies agents, and employees from and against all claims, loss damage, injury, fines penalties, and cost - including court costs and attorney's fees, charges, liability, and exposure, however caused - resulting from, arising out of, or in any way connected with the bidder's negligent or willfully negligent performance or nonperformance of the terms of the contract.

9. **Termination:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that the termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least fifteen (15) days before the date of the termination, specifying the extent to which performance of the work under contract is terminated.
10. **Drawings, Sketches, and Technical Data Information:** Bidders are encouraged to submit any and all technical data necessary to support its bid. Additional generic literature on the item bid, i.e. marketing, sales and so forth may also be submitted.
11. **Warranties of Quality:** Bidder warrants that the goods and services provided pursuant to the Proposal Specification shall conform to all affirmations of fact or promises made by bidder, descriptions, samples and specifications. If services or work is to be provided under the contract, such services or work shall be completed in a good and workmanlike manner. In addition, bidder warrants that said goods and services are merchantable and are fit for the ordinary purposes for which such goods and services are used. In the event of a breach of any of the foregoing warranties, bidder shall expeditiously, as that term is defined by the City, and at its own expense but at the sole option of the City, repair or replace the goods and services to comply with said warranties. The foregoing warranties shall apply to any and all repaired or replacement goods and services provided hereunder.
12. **Additional Clauses Incorporated by Reference:**
- The successful bidder is responsible for complying with the requirements of the following provisions, where applicable, which are incorporated by reference:
- a. OSHA 1970 (Public law 91-596) Safety Standards and Accident Prevention
 - b. KRS 45.610
 - c. KRS 45.620
 - d. KRS 45.630
 - e. KRS 45.640
13. **Bid Distribution:** The bid shall be made out in four (4) copies and returned per instructions in preamble.
14. **Questions On Bid Documents:** All matters, regardless of the nature, regarding this bid invitation shall be submitted to the Purchasing Agent, City of Frankfort, 315 W. Second Street, Frankfort, KY 40601, telephone number (502) 352-2101.
15. **Nonwaiver Of Rights:** No delay or omission by the City to excise any right in the contract at law or in equity, shall constitute a waiver of such right or any other right in the contract, at law or in equity.
16. **Warranty of Price:** Supplier warrants that the prices for the goods or services provided to the City pursuant to the contract are not less favorable than those prices currently in effect with other customers of Supplier for the same or similar goods or services in similar quantities. In the event Supplier reduces its prices for such goods or services within thirty (30) days of the execution of the contract by both parties. Supplier shall reduce the prices in the contract to the reduced price. Supplier warrants that the prices in the contract shall be complete and no additional charges of any type, including but not limited to shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating, and fuel surcharges shall be added without the prior written consent of the City.

17. **Warranties Of Title:** Supplier warrants that it has title to and the proprietary right to provide the goods or services pursuant to the contract. Supplier shall at its own expense either defend or settle with the prior approval of the City, any suit, claim or action against the City based on an allegation that the goods or the use thereof or services provided constitutes a patent, copyright, trade secret or other intellectual property right infringement. Supplier shall pay all amounts assessed against the City in any suit, claim or action and shall reimburse the City for any damages, direct or consequential, incurred as a result of such suit, claim or action including the City's attorneys fees, court costs and expenses incurred by participating in the defense or settlement thereof. In the event the goods or services are held to constitute an infringement in such suit, claim or action or their continued use is enjoined, Supplier shall at its own expense and at the option of the City, either: a) procure for the City the right to continue using the goods or services, b) replace the goods or services with equivalent noninfringing goods or services which are acceptable to the City, or c) modify the goods or services in a manner which is acceptable to the City, so they become noninfringing.
18. **Setoff:** All claims for money due or to become due from the City shall be subject to deduction or setoff by the City by reason of any counterclaim or cross claim arising out of this or any other transaction with Supplier.
19. **Compliance With Laws:** The successful bidder shall comply with all applicable federal, state and local laws, rules, City ordinances and regulations, Presidential directives and executive orders that are or may in the future become applicable to the successful bidder or the subject matter of the contract, including but not limited to laws and regulations concerning OSHA, and all such applicable federal, state and local laws, rules, City ordinances and regulations, Presidential directives and executive orders are hereby incorporated herein by this reference.
20. **Certification Of No Bid Rigging:** Supplier certifies to the City that Supplier has not combined or conspired with any other person to reduce or eliminate competition in the bidding of the contract, the effects of which would constitute an unreasonable restraint of trade or commerce.
21. **Merger Clause:** Unless it has been issued by the City in response to an offer by Supplier, this contract, including any exhibits or documents incorporated herein by reference, constitutes the final written expression of all the terms and conditions of the contract between Supplier and the City and is a complete and exclusive statement of those terms and conditions and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter of the contract, except those representations relating to warranties of quality. This contract may only be modified in writing by the City.
22. **Demolition Debris:** Should demolition be required, the successful bidder shall be responsible for demolition debris that is generated as a result of the project and for ensuring that said demolition debris is disposed of properly. The successful bidder shall ensure that individuals accepting demolition debris for disposal within City Limits have complied with the City of Frankfort ordinances applicable to excavation projects in the City of Frankfort.

23. **Mediation:** Claims, disputes or other matter in question between parties to this Agreement shall be first subject to pre-suit mediation prior to the filing of any legal claims or litigation. Pre-suit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of this Agreement.

Unless otherwise agreed in writing, the Bidder shall carry on the Work and maintain its Progress during any mediation or litigation, and the City shall continue to make payments to the Bidder in accordance with the Contract Documents.

Either party may initiate a mediation proceeding by submitting, a request in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event after the application statute of limitations has expired.

The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within 30 days of the request for mediation, the City shall select a mediator. Each party is to bear its own fees, costs and expenses, of said mediation.

In the event that mediation is unsuccessful, all claims, disputes or other matters in question shall be resolved in the Circuit or District Courts of Franklin County, Kentucky.

24. **Litigation:** In the event legal action is brought against the City or the Bidder against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and expenses incurred in that action from the non-prevailing party.
25. All bidders are required to complete the forms in Section VI and the successful bidder is required to execute the Contract Form included with the Request for Proposal.

IV. PROPOSAL SPECIFICATIONS

Bid # 215014-68

PLACE AND DATE FOR SUBMISSION OF BIDS:

All bids must be delivered to the Office of the Purchasing Agent, City Hall, 315 West Second Street, P. O. Box 697, Frankfort, Kentucky, not later than **2:00 p.m. (EST), October 15, 2015** and will be opened at 2:05 p.m. in the Commission Chamber.

Successful Vendor agrees to deliver product to the Frankfort Sewer Department within forty-eight (48) hours from the time an order has been placed.

All freight, delivery, demurrage, special handling charges, or other fees are to be included in the bid price. The Frankfort Sewer Department will not pay additional fees and surcharges.

Except as otherwise instructed, bid prices shall remain firm for the duration of each contract term.

Any bidder who submits a bid in response to this Invitation to Bid shall be deemed to have agreed to comply with all instructions, terms, conditions and specifications of this bid document

SEALED BIDS REQUIRED:

All bids shall be sealed in a plain envelope legibly labeled.

V. TECHNICAL SPECIFICATIONS

Bid # 215014-68

Successful bidder shall deliver Peracetic Acid in totes to the wastewater treatment plant located at 1200 Kentucky Avenue, Frankfort, Kentucky. Peracetic Acid shall be 12% to 15% solution and the solution to be supplied shall be clearly indicated on Page 2 of the Proposal Form.

END OF SECTION

VI. PROPOSAL FORM - Bid # 215014-68

I (We) _____ of _____
_____ propose to supply and deliver to the City of Frankfort, Kentucky, after the acceptance of this Proposal by the City, totes of 12% to 15% Peracetic Acid, within 48 hours of an order, in accordance with the attached specifications. Delivery shall be scheduled with the Deputy Director of Operations or other appropriate Sewer Department personnel after acceptance of the bid. Bid Prices as shown on attached sheet, are good for a period of one year from the date of the execution of the contract.

Prices are to be F.O.B. Destination – FRANKFORT, KENTUCKY.

Delivery shall be made to: Frankfort Sewer Department
1200 Kentucky Avenue
Frankfort, Kentucky 40601

After receipt of an order specify, DELIVERY TIME; TERMS;

EXCEPTIONS TO SPECIFICATIONS:

NAME: _____

COMPANY: _____

ADDRESS: _____

ADDRESS: _____

PHONE # _____

(For Ordering Purposes Only)

CITY: _____, STATE _____, ZIP _____

DATE: _____

VI. PROPOSAL FORM - Bid # 215014-68

(MUST BE SUBMITTED WITH BID)

Contract will be awarded to the lowest bidder based upon price per pound of Peracetic Acid.

Item	Percent Solution	Price per gallon
Peracetic Acid	_____	_____

We hereby acknowledge receipt of the following addenda:

No. _____, dated _____, No. _____, dated _____

No. _____, dated _____, No. _____, dated _____

If none received, write "none" here: _____

VI. PROPOSAL FORM - Bid # 215014-68

REFERENCES

Provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided similar equipment described in this proposal for at least two (2) years. Specifically include contracts with utilities and governmental agencies.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone/Email: _____ / _____
Dates of Service: _____
Services Provided: _____

2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone/Email: _____ / _____
Dates of Service: _____
Services Provided: _____

3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone/Email: _____ / _____
Dates of Service: _____
Services Provided: _____

VI. PROPOSAL FORM - Bid # 215014-68

QUESTIONNAIRE

Additional sheets may be added as required. Please answer questions in the order presented. All questions must be answered or proposer may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled? If yes, explain.
2. Is your company bondable? Has your company ever been denied bond? If yes, explain.
3. Since January 1, 2007, has your company been a defendant in any lawsuits? If so, please describe the subject of the lawsuit and the lawsuit's resolution.
4. Is your company a subsidiary or otherwise legally affiliated with any other company?
5. Is your company rated by Dunn & Bradstreet or any other rating agency? If yes, what is the name of the rating agency and the rating?
6. Is your company in any stage of bankruptcy, including initial filing?
7. Has your company been disbarred by the Federal Government, State, County or Municipal Government?